

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

MARY KAY INC.,

Plaintiff,

vs.

AMY DUNLAP, and AIMEE POWER,

Defendants.

§
§
§
§
§
§
§
§
§
§

Case Number 3-12-CV-00029-D

AGREED PERMANENT INJUNCTION

Plaintiff Mary Kay Inc. ("Mary Kay") and Defendant Aimee Power ("Power") (collectively, the "Parties") enter into this Agreed Permanent Injunction on the terms set forth herein; and jointly stipulate that all factual and legal prerequisites necessary to support this Permanent Injunction have been satisfied. Having considered the Agreements and Stipulations of the Parties, the Court hereby finds that Plaintiff's Agreed Motion for Permanent Injunction and to Dismiss should be GRANTED, and enters the following orders:

INJUNCTIVE RELIEF

1. IT IS ORDERED, ADJUDGED, AND DECREED that Power is PROHIBITED and hereby commanded not to use, or knowingly permit any other person to use, any names, mailing lists, or other non-public business information which Power received from Mary Kay during her association with Mary Kay for recruiting or for the promotion of the sale of any other company's products in the United States.

2. IT IS ORDERED, ADJUDGED, AND DECREED that Power is PROHIBITED and hereby commanded not to engage, directly or indirectly by assisting others in soliciting or recruiting Mary Kay Beauty Consultants or Mary Kay Sales Directors to sell products or services other than those sold by Mary Kay for the period beginning on the date of this order until June 30, 2014.

3. IT IS ORDERED, ADJUDGED, AND DECREED that Power is PROHIBITED and hereby commanded to refrain, directly or indirectly by assisting others from soliciting or inducing any Mary Kay Sales Director or Mary Kay Beauty Consultant to terminate their business relationship with Mary Kay, whether such solicitation be for Power's own account or the account of others, for the period beginning on the date of this order until June 30, 2014.

4. IT IS ORDERED, ADJUDGED, AND DECREED that Power is PROHIBITED and hereby commanded to refrain from seeking, receiving, or accepting, directly or indirectly by assisting others, other than from those already enrolled in her down line as of the date of this order any fee, commission, override commission, financial benefit, contract right, monetary or non-monetary reward or other form of compensation from any other company or business organization based on or associated with the solicitation, recruitment, enrollment, or association by employment, contract or otherwise for such company or business organization of any person whom Power knows or has reason to believe is then under contract as a member of the Mary Kay independent sales organization for the period beginning on the date of this order until June 30, 2014.

OTHER ORDERS


7. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all costs are taxed against the party incurring same.

MISCELLANEOUS PROVISIONS

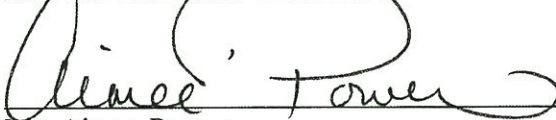
8. This Court shall retain jurisdiction for the purpose of enabling any party hereto to apply for such further orders and directions as may be necessary or appropriate to enforce, in whole or in part, this Agreed Permanent Injunction.


9. All orders and relief requested, but not expressly granted as they relate to Power in this lawsuit are hereby denied.

SIGNED AND ENTERED this 29th day of April, 2013.


SIDNEY A. FITZWATER
CHIEF JUDGE

APPROVED AND AGREED:


Ms. Aimee Power
118 Rue Des Bouvier
Youngsville, LA 70592


John T. Cox III
State Bar No. 24003722
Christopher J. Schwegmann
State Bar No. 24051315
Gail A. Hayworth
State Bar No. 24074382
Lynn Tillotson Pinker Cox LLP
2100 Ross Avenue
Suite 2700

AGREED PERMANENT INJUNCTION

Dallas, Texas 75201
(214) 981-3838
(214) 981-3839 fax

ATTORNEYS FOR MARY KAY INC.

4817-2604-2643, v. 1